

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:

San Francisco

*P.O. Box 420603
CA 94142-0603*



HOLIDAY PROVISIONS

FOR

TREE TRIMMER (HIGH VOLTAGE LINE CLEARANCE)

IN

**MONTEREY, SAN BENITO, SAN LUIS OBISPO, AND SANTA CRUZ
COUNTIES**

AGREEMENT
BETWEEN
ARBOR TREE SURGERY COMPANY
A CALIFORNIA CORPORATION

AND

LOCAL UNION 1245 OF THE
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO

R E C E I V E D
Department of Industrial Relations

JAN 31 2001

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TERM: January 1, 1999 - December 31, 2001

- (b) A supervisory employee who was not at the time of demotion a member of the collective bargaining unit shall have the right to demote or displace into the bargaining unit as per the provisions of this Article.

- 10.2 The Company shall give as much notice as possible of any layoff.
- 10.3 If in the application of the provisions of this Article an employee in a classification which, in the normal line of progression, is higher than an apprentice classification can effect a displacement in such classification, the former shall not take such apprentice classification but shall be given the rate of the classification next higher thereto.
- 10.4 Lump-sum bid crews will be selected from volunteers by the Company regardless of seniority status.

ARTICLE XI PAID DAYS OFF

- 11.1 Employees will regard the following six (6) days as non-workdays in the basic workweek: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Non-workdays falling on Saturday will be observed on Friday. Non-workdays falling on Sunday will be observed on Monday.
- 11.2 Employees required to work on non-workdays above will be entitled to compensation at one and one-half (1-1/2) times their regular straight-time pay.
- 11.3 Employees covered by this Agreement shall be entitled to paid days off as follows:
- (a) First year, up to thirteen (13) days. An employee will be credited with eight and two-thirds (8-2/3) hours per month of every month of attendance as per Section 11.4 except that he/she may not take any credited time during probationary employment and will only be allowed a maximum of one-half (1/2) his/her credit up to one (1) year.
 - (b) Second year through nine years, up to nineteen (19) days. An employee will be credited with twelve and two-thirds (12-2/3) hours per month for every month of attendance as per Section 11.4
 - (c) Starting with his/her tenth year and up, he/she will be allowed up to twenty-five (25) days. An employee will be credited with 16.7 hours per month for every month of attendance as per Section 11.4.
- 11.4 Employees will be permitted their choice of paid days off for any reason (personal, vacation, holidays, non-workdays, etc.) on a seniority basis. If it can be done without interfering with the work in progress, except as provided in Section 13.3 (a), above, and

provided they are arranged for in advance. No partial days will be allowed. All employees will be required to use any remaining paid days off for non-workday.

- 11.5 Employees who have reached one year or more seniority may cash in at any time any PTO credits they have accrued over five (5) days. An employee may defer their PTO from one year and add it to their second year. No employee shall be permitted to accrue more than two (2) years PTO at any one time. Upon voluntary termination of employment, an employee will be paid for all unused PTO credits accrued to the end of the last full month worked. Company will not be required to pay out any unused PTO credits for discharge for just cause.
- 11.6 Work attendance requirement is defined as an employee working every day the employee is scheduled to work in the basic workweek. The only exception to the five (5) day basic workweek will be; paid days off, leaves of less than one week arranged for a week in advance, lost time of less than a week for the Company's convenience, or sick time with a doctor's certificate which can and is taken as paid time-off if the employee has credit. If an employee who is out of PTO and has a verifiable Doctors excuse becomes ill (not to exceed thirty (30) days), he/she will not lose his/her paid time-off for that one illness period. Only one month of PTO can be earned even if the illness extends into the second month. This is only allowed one time in a calendar year.
- 11.7 All used and unused Paid Time Off information will be recorded on an employee's weekly check. The amount shown will be approximate. For the current amount, employees should contact their Supervisor.
- 11.8 An employee after completion of one year of continuous service with no accidents or unexcused absences in three months prior will not be required to bring a Doctor's note in order to use PTO for that day absent.

The employee must have the necessary amount of PTO in reserve, give at least one hour notice of his/her absence and have a current First Aid and CPR Certificate.

The use of PTO can only be used once during the defined three (3) month period.

The defined three (3) month period will be based on a standard calendar plan, that is, January through March, April through June, July through September, and October through December.

When an employee completes one year of employment and satisfies the above requirements, he/she will be eligible for this benefit when the next defined three (3) month period begins.

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OCRL1245

ID:510-933-0115

MAY 09'00

10:51 No.001 P.02

Arbor Tree Tracing, CA
11-11-2000 11:55Arbor Tree Tracing, CA
11-11-2000 11:55May 09 2000 10:51 AM
P.029/032 F-125

Table Agreement on General Contract Renegotiations

P.145 1/4

Arbor Tree Surgery and IBEW 1245

April 27, 2000

Company and Union agree to the following amendments to the current agreement.

1.1 Expand recognition to include City of Palo Alto and Sierra Pacific.

1.2 Substantance is increased to \$17.00.

1.3 Employees who use their personal vehicle shall be reimbursed at the rate designated by Federal guidelines (2000= \$3.25 (thirty two and one half cents per mile). Company payment for fuel will be subtracted from this amount.

6.5 Under the provision of portability of benefits add item (5) "Medical Dental and Vision Benefits will be reinstated after the first full calendar month is worked by IBEW 1245 members formerly employed by the previous Union Line Clearance Tree Trimming contractor. Benefits are restored at the latest within 60 days."

8.0 Wage increase for Line Clearance Tree Trimmers:

P.G&E: 4.3% retroactive to 1/1/2000.

5.0% increase effective 1/1/2001.

Continuation of pooled efficiency bonus program. Company grants Union the right to audit all financial records relating to Line Clearance Tree Trimming per section 8.9. Company agrees employees may perform private tree trimming work per section 13.5.

Pacific Gas and Electric Central Coast, Los Padres and Mission Trails

	2000	2001
Foreman (12 months)	16.19	17.00
Foreman (6 months)	15.42	16.19
Start	14.75	15.49
Climber	14.58	15.31
Apprentice Climber		
18 months	12.73	14.42
12 months	13.01	13.66
6 months	12.23	12.84

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For example: a first step apprentice meets all top climber classification requirements except a Class B License for 24 months. During his 25th month he acquires a Class B License. The apprentice would immediately, upon providing Company actual evidence, assume the wage rate associated with 25 months of climbing experience: a top allisher.

For example: A beginning Foreman is held at starting Foreman wage rate for 14 months for failure to acquire a Class B License. Once he acquired the class B license his wage rate would immediately be moved to the top working Foreman rate.

8.9 As agreed Union may audit Company financial records relating to Line Clearance Tree Trimming during the term of this agreement.

13.5 Company agrees that Arbor Line Clearance Tree Trimming personnel may perform private tree trimming work on their own time with their own equipment. Employees cannot solicit private work on Company time.

16.1 Term of the agreement shall take effect January 1, 1999 and shall continue in full force and effect until Midnight December 31, 2001.


Steven G. Alvarez
President

Arbor Tree Surgery, Inc.
802 Paso Robles Street
Paso Robles, CA 93446

5/8/00
Date


Landis Martila (Senior Business Rep)

5/3/2000
Date

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TOTAL 2.25

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